

# Legal Notice

Last updated: 02 August 2022

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**Website Intended Audience** This Website is intended for and directed to residents of Australia who are health care professionals or pharmacy assistants only. This Website is not intended for anyone under the age of 13.

## Information Disclaimer

THE INFORMATION INCLUDING ANY ADVICE AND RECOMMENDATIONS PROVIDED AS PART OF THE SERVICES IS INTENDED SOLELY FOR EDUCATIONAL AND INFORMATIONAL PURPOSES. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, OR FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT. YOUR USE OF THE SERVICES IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, OR OTHER MATERIAL PROVIDED AS PART OF THE SERVICES. WHILE WE STRIVE TO KEEP THE INFORMATION PROVIDED BY THE SERVICES ACCURATE, COMPLETE, AND UP-TO-DATE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DO NOT GIVE ANY ASSURANCES, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED AS PART OF THE SERVICES.

## Ownership

You understand that the Website is available for your personal, non-commercial use only. You agree that the Website is the property of the Site Owner; including all intellectual property rights in it and that you have no right to use them other than as set out in these Terms of Use. We are not responsible for any harm or loss that you suffer in relation to any use you make of the Website for any professional, healthcare-related or business purposes or other purposes not authorized under these Terms of Use. We reserve the right to refuse or terminate access to the Website at our discretion. The Website is provided free of charge and on that basis we have no

obligation to provide any maintenance or support services in relation to it and to the maximum extent permitted by law we are not responsible for any loss or damage you may suffer as a result of any failure to maintain or update the Website.

You may not copy, change or reuse the Website, any updates to it or any part of it including the software incorporated in it.

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In addition, you agree not to: (i) use this Website in any manner that could disable, overburden, damage, or impair this Website, or interfere with any other use of this Website, including, any user's ability to engage in real-time activities through this Website; (ii) use any robot, spider or other automatic device, process or means to access this Website for any purpose, including to scrape, data mine, monitor or copy any of the material on this Website; (iii) use any manual process to monitor or copy any of the material on this Website, or to engage in any other unauthorized purpose without the express prior written consent of Site Owner; (iv) otherwise use any device, software or routine that interferes with the proper working of this Website; or (v) otherwise attempt to interfere with the proper working of this Website.

We reserve all rights not expressly granted to you.

### **Privacy and Consent to Use Data**

The information that we obtain through your use of the Website, whether through the registration process or otherwise, is subject to our [Privacy Policy](#). Our Privacy Policy addresses our collection, use, holding and disclosure of the information that you provide to us, including your rights relative to that information.

By providing your personal information to us via our Website (including any health information or other sensitive information that you provide), you consent to us collecting, holding, using and disclosing that information in accordance with our [Privacy Policy](#).

### **Electronic Communications**

The information communicated on the Website constitutes an electronic communication. When you communicate with us through the Website or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically, subject to applicable privacy laws, and that such communications, as well as notices, disclosures,

agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

## **User Submissions**

We have created, or may create in the future, certain areas, such as message boards and chat rooms, within the Website where members can upload and share their thoughts, comments, product reviews, pictures, videos and the like with other members (collectively, "Forums"). These Forums may be available to registered members of the Website only. To help ensure that the text, graphics, software, music, sound, photographs, videos, messages, posts, data, information, or other materials posted by users (collectively, the "User Content") is beneficial for the greater community, we have established some basic rules for everyone to follow.

In addition, if a Forum is provided within the Website, it may allow users to post questions to be answered by experts engaged by us. Where applicable, these experts are paid by us for their time in responding to members' questions, but the opinions they express are their own and we are providing access to those experts and their guidance in the Forum solely as an informational and educational service to members of the Website.

We may review User Content either before or after such User Content is posted. Pre-moderation means that the User Content will not be posted to the Forum and cannot be accessed or viewed by other Website members until we have reviewed it and determined that the User Content is suitable for posting to the Forum. This process also means that User Content submitted for posting will not be posted in real time and may never be posted if we determine that it is unsuitable for the Website. Post-moderation means that User Content will be reviewed by us once it is already posted on the Website. Post-moderated User Content that Site Owner determines does not comply with these Terms or is otherwise unsuitable for the Website will be removed from the Website, without notice to the User. User Content must be appropriate for the Forum. Without limiting the reasons for which User Content may be rejected by us, we may reject, edit or remove any User Content that does not comply with any Community Guidelines that we provide, which you must read prior to posting any User Content on the Website.

By submitting User Content for posting at a Forum, you also (1) confirm that you are entitled to post or transmit User Content; (2) agree that you are solely responsible for all User Content that you submit for posting and it is your original work; and (3) grant to Site Owner and its affiliated entities an irrevocable, worldwide, nonexclusive, perpetual, fully sub-licensable, transferable, royalty-free right and license to use, your User Content in any way including on the Website and on any other website owned or operated by Site Owner or its affiliates (as well as on any social media sites associated with the Site Owner or its affiliates).

**We are free to use any ideas, concepts, know-how, or techniques contained in or derived from any User Content for any purpose whatsoever, including developing, manufacturing, and marketing products. Therefore, please do not**

**submit or send to us any ideas, suggestion or materials that you wish to keep confidential or for which you expect to receive compensation. You will not have any claim against us with respect to any use or non-use of User Content.** When you submit User Content, you understand that we will have the right, but not the obligation, to use, display and publish your name, photograph, likeness, voice, performance, biographical information and/or statements, throughout the world in perpetuity including on the Website and on any affiliate or successor website or social media channels owned or operated by us or our affiliates. If we make use of any of these rights, you understand and agree that you shall not receive any other consideration, payment, notification or credit, nor will you have any approval over how Site Owner uses them. By submitting User Content you consent to the use of that User Content by us which, but for this consent, may infringe your moral rights (as defined in the Copyright Act 1968 (Cth)).

You acknowledge that the Forums contain the opinions and views of other users. You acknowledge further that we are not responsible for the accuracy of any User Content on the Website. You understand and agree that all User Content is the sole responsibility of the person who posted the Content. You understand and agree that you will evaluate, and bear all risks associated with, the use of any User Content, including any reliance by You on the accuracy, completeness, or usefulness of such User Content.

We reserve the right at any time to discontinue, temporarily or permanently, your ability to upload User Content and/or your ability to access User Content with or without notice, at our sole discretion. You agree that we shall not be liable to you or to any third party for any suspension or discontinuance of acceptance of User Content.

Remember that all User Content you submit to the Website through a mobile device will be stored on that mobile device. The security and safety of your mobile device, and the information and materials contained on it, as well as any password you use on your device and to access the Website are your sole responsibility.

### **Storage of User Content**

We may impose a maximum amount of storage for User Content on the Website. We are not responsible for any loss or harm you may suffer as a result of any deletion or failure to store any messages, communications or other User Content associated with maintaining the maximum amount of storage.

### **Additional Terms**

Additional terms may govern certain features or content on the Website or of the Services, such as offers, prize draws, competitions, contests and sweepstakes. By participating in any activity on the Website governed by additional terms, such as a prize draw, competition, contest or sweepstakes, you agree that you will be subject to those additional terms in addition to these Terms of Use.

### **Disclaimer of Warranties With Respect to Use of Website**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE WEBSITE IS AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SITE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, LEGAL OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXENT PERMITTED BY LAW, SITE OWNER DOES NOT MAKE ANY WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. TO THE MAXIMUM EXENT PERMITTED BY LAW, SITE OWNER MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

TO THE MAXIMUM EXENT PERMITTED BY LAW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SITE OWNER OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

ALL DISCLAIMERS OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “COMPANY PARTIES”).

### **Limitations of Liability**

NOTHING IN THIS AGREEMENT RESTRICTS, EXCLUDES OR MODIFIES OR PURPORTS TO RESTRICT, EXCLUDE OR MODIFY ANY MANDATORY STATUTORY CONSUMER RIGHTS UNDER APPLICABLE LAW.

WITH RESPECT TO ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER APPLICABLE STATUTES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF THE RELEVANT PORTION OF THE SERVICES.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL,

EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR LOSSES THAT WERE NOT REASONABLY FORESEEABLE TO YOU OR US AT THE TIME YOU AGREED TO THIS AGREEMENT, IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, AND UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY (COLLECTIVELY, "INDIRECT LOSSES"). LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH YOU AND WE KNEW IT MIGHT HAPPEN.

WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE FOR INDIRECT LOSSES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH.

THE COMPANY PARTIES DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO USE THE SERVICES; AND (B) TEN UNITED STATES DOLLARS (\$10).

ALL LIMITATIONS OF LIABILITY OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE COMPANY PARTIES.

WITH RESPECT TO ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER STATUTE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF RELEVANT SERVICES.

### **Trademark Notices**

The trademarks and brand names displayed on this Website are the property of the Site Owner, its affiliates or third party owners. You may not use or display any trademarks or service marks owned by Site Owner without our prior written consent. You may not use or display any other trademarks or service marks displayed on this Website without the permission of their owners.

### **Modification or Suspension of the Website**

We will make reasonable efforts to make the Website available but we may from time to time need to interrupt, restrict, modify or discontinue, temporarily or permanently

the Website or parts of it without notice. We will not be responsible for any harm or loss you may suffer as a result of such actions.

## **Termination**

We may at any time terminate your use of or access to the Website and may delete any or all of your User Content without prior notice if we have a good reason to do so which includes any breach by you of these Terms of Use and any community guidelines. We will not be responsible for any loss or harm you may suffer as a result of termination of your use of the Website in these circumstances. In the event of any termination you must stop using the Website and you agree that the provisions of the Agreement regarding Ownership, Trademark Notices, Indemnification, Disclaimer or Warranties, Limitations of Liability, and Applicable Law shall survive any such termination.

## **Links to Third Party Sites**

This Website or Services may contain links or references to third party websites or information including information, data, opinions, recommendations, products or service ("Third Party Materials"). These Third Party Materials are provided for your convenience only. We do not control or endorse, and are not responsible for, any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials at any time. Your access or use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such materials.

## **Indemnification**

To the fullest extent permitted by applicable law, You agree to indemnify and hold harmless Site Owner and its affiliates and their respective directors, officers, employees, agents, or other representatives from and against all claims, liability, damages and expenses, including without limitation all legal fees and costs arising from or relating to (a) your breach of these Terms of Use; (b) your use of this Website including without limitation transmission or placement of information or material by you on this Website; and (c) any claim or allegation that any of your User Content infringes the intellectual property or other proprietary rights, or privacy rights, of any third party.

## **Modifications to these Terms**

We may make changes to these Terms of Use from time to time in our sole discretion, by updating these Terms of Use on this Website, and specifying the effective date of the new version of the Terms of Use. The "Last Modified" date at the top of these Terms of Use will indicate when the latest changes were made. Your continued use of the Website following the posting of a new version of the Terms of Use constitutes your acceptance of any such changes. Accordingly, whenever you visit this Website, you should check to see if a new version of the Agreement has been posted.

## **Acceptable Use**

You must not:

- Interfere with the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services, or violate any requirement or policy of such servers or networks.
- Reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly prohibited by applicable law.
- Systematically download and store Services content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services, without our express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the root directory of the Services, we grant to the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available, searchable indices of such materials, but not caches or archives of such materials. We reserve the right to revoke such permission either generally or in specific cases, at any time and without notice.

## **Contact Information**

If you have any questions or concerns with respect to these Terms of Use or the Website you may contact us as identified in the [Privacy Policy](#) or the “Contact Us” section of this Website.

## **Severability of Agreement**

Should any part or provision of these Terms of Use be held unlawful, void, invalid, or unenforceable that portion shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

## **Survival**

All Sections shall survive the termination of the right to use the Website.

## **Applicable Law and Jurisdiction**

The information on the Website is intended only for use by residents of Australia. Other countries may have laws, regulatory requirements, or medical practices that differ from those in Australia. The Agreement and the resolution of any dispute related to the Agreement, the Website, or items you purchase through the Website, and any non-contractual obligations arising out of or in connection with these Terms of Use, shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without giving effect to any principles of conflicts of law. Any legal action or proceeding between Site Owner and you related to the Agreement shall be brought exclusively in the courts of the State of New South Wales and of the



Commonwealth of Australia, and you agree to submit to the personal and exclusive jurisdiction of such courts.